

# York Legal Record

A Record of Cases Argued and Determined in the Various Courts of York County

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Vol. 128

YORK, PA, THURSDAY, April 24, 2014

No. 3

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## CASES REPORTED

CITY OF YORK V. INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL UNION 627

NO. 2009-SU-005095-08

Appeal - Interest Arbitration Award

Page 3

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Subscription: \$45.00 per year to non-members, \$25.00 to members.  
Published Weekly, Periodicals Postage Paid, York, PA 17402  
U.S.P.S. No. 696140

POSTMASTER: Send address changes to  
York Legal Record, 137 E. Market St., York, PA 17401

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CITY OF YORK v. INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, LOCAL UNION 627

NO. 2009-SU-005095-08

## Appeal - Interest Arbitration Award

1. The Court issued the Opinion published in the previous volume of the York Legal Record, vacating the interest arbitration award.
2. Defendant filed a timely appeal to the Commonwealth Court and the Court issued the following 1925(a) Opinion.
3. *The appeal is currently pending at the Commonwealth Court.*

In the Court of Common Pleas of York County, Pennsylvania,  
Civil Division; CITY OF YORK v. INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS, LOCAL UNION 627;  
Appeal - Interest Arbitration Award

**APPEARANCES:**

MICHAEL McAULIFFE MILLER, ESQUIRE  
G. EDWARD SCHWEIKERT, IV, ESQUIRE  
Counsel for Petitioner, City of York

STEVEN HOLROYD, ESQUIRE  
Counsel for Defendant

**DECISION**

Before the Court for decision after remand from the Commonwealth Court is the Petition of the City of York to vacate and/or modify an interest arbitration award. City of York styles the issues as: a majority of the panel erred as a matter of law or exceeded its jurisdiction when it: 1. included Section 18 entitled Firefighter Safety in the award; 2. included Section 5 entitled rate differential in the award because that was not properly placed before the arbitration panel; and 3. included Section 6 entitled longevity in the award because that was not properly placed before the arbitration panel. The parties have briefed the three issues.

We pause to acknowledge the history lesson provided by the union on the scope of judicial review. We were somewhat interested, but more surprised to find citations to our appellate brethren declarations, "a mere error of law will not support a court's decision to reverse an Act 111 arbitrators award" and "[a] court is bound by the arbitrator's determination of the facts, even if it finds them to be incorrect." (citing cases). According to the union, if the arbitrator finds the wrong/incorrect facts and applies the law incorrectly, the judiciary nevertheless is powerless to impose any justice. There exists in this area of our society involving municipal unions, taxpayer monies, and elected officials, an enactment by the legislature, Act 111 providing "narrow certiorari", that is "limited review." Our Supreme Court has stated "[i]f we were to broaden the narrow scope of review... we would not be interpreting Act 111 but, rather, would be rewriting it. Clearly such a legislative function is denied to the judiciary." Pennsylvania State Police v. Pennsylvania State Troopers Association, 559 Pa. 586, 741 A2d 1248, 1253 (1999). In sum according to the union, the judiciary should do no more than rubber stamp an interest arbitration award unless it be illegal. With such considerations in mind, we address the issues presented.

With regard to the first issue, though complex, the arguments can be simply stated. Section 18, so argues the City, directs the City to exercise its managerial prerogatives in a specific manner, which directly subverts the City's inherent managerial rights to determine the types of service, level of service, and right to deploy personnel. The union counters that relating to firefighter safety, section 18 falls under the rubric "terms and conditions of employment" and thus is a subject of bargaining, and once the arbitration decides, then only an undue infringement upon management rights can be vacated. To the contrary, says the City,

any infringement on management prerogatives requires vacating. The particular language of Section 18 is: "The number of pieces of apparatus and fire companies maintained by the City is left to the City's discretion. However, if the City temporarily or permanently closes, or take out of service, an existing company (defined as an engine or ladder company), the minimum manpower per apparatus provided above shall be increased for engines, trucks and Rescue from two to three firefighters." Additionally, is the proviso that "each shift shall be overseen by at least (1) Lieutenant to oversee inside rescue and attack and an Assistant Chief for fire scene control and shift management."

In support of its argument, the union makes much of the expert testimony it presented on firefighting methodology and safety, while the City presented no expert testimony. In this Judge's humble opinion it takes little expertise to understand that 10 firefighters on scene would be safer in an unsafe environment, than would five or six or even nine. Common sense alone dictates the conclusion that three firefighters per apparatus is certainly safer than two. What is troubling is the clear implication that two firefighters per apparatus is safe enough if you have X number of apparatus or ladder companies, but it is not safe by requiring a third firefighter, should there be one less of either. Is not this saying that the city must have a minimum number of firefighters? Is it not beyond argument the City has the absolute prerogative to determine the number of personnel that will man its fire department? The self-evident obvious "yes" however, appears to be a "maybe." The union sites to our learned colleague in Erie County addressing an arbitration award increasing apparatus minimums in the event the city of Erie chose to operate six or fewer fire stations. In all due respect, cloaking the number of firefighters per apparatus based on the number of fire stations, in terms of firefighter safety by "insuring that an adequate number of firefighters were deployed to a call" begs the question. Indeed, while it was acknowledged that the intent of the arbitration panel was to insure that a sufficient number of firefighters response to any given call, since it was to enhance safety, such trumped management's prerogative to set the number of firefighters for the city. This Judge respectfully disagrees with such logic. It is beyond argument that the award in Erie established a minimum manpower imposed upon the city. If, for example, York determines to reduce the fire department from 100 members to 75, it could do so, and the electorate eventually would consider the prudence of such a decision during the political process of elections. The reduction of firefighters would not implicate the minimum number of firefighters per apparatus. If, however, York closes or takes out of service an engine or ladder company, under the award the minimum manpower per apparatus is immediately impacted. (See FN 4 City Brief).

As recently as 2010 our Supreme Court provided guidance in City of Philadelphia v. International Association of Firefighters, Local 22, 606 Pa. 447, 999 A.2d 555 (2010). The Court observed:

[I]t is apparent that the General Assembly intended that the scope of collective bargaining set forth in Section 1 be viewed broadly, to encompass any subject that is rationally related to the "terms and conditions of employment," including employee "compensation, hours, working conditions, pensions, retirement and other benefits." At the same time, and in light of the very same considerations, it is equally apparent that the General Assembly had no intention or expectation that the collective bargaining process would permit public employees to set matters of public policy or participate with their public employer in administering the public enterprise. Accordingly, we construe the General Assembly's use of open-ended language in Section 1 and its silence in the Act on matters of managerial prerogative as conveying the intent that matters of managerial decision-making that are fundamental to public policy or to the public enterprise's direction and functioning do not fall within the scope of bargainable matters under Section 1. Such managerial prerogatives include standards of service, overall budget, use of technology, organizational structure, and the selection and direction of personnel.

Id.

Any plain, commonsense reading of the two provisions at issue clearly place them within the managerial prerogatives of standards of service, organizational structure and the selection and direction of personnel. We are unpersuaded by the union's argument that the two provisions fall within terms and conditions of employment. We have also considered the arguments of the parties regarding their respective analyses of the Commonwealth Court decisions from the early 1980s regarding the breadth or limitations on vacating arbitration awards. We are persuaded that the City's analysis is correct. We will strike both provisions in toto.

Regarding issues two and three, the arguments are the same. The City argues essentially that it had no notice of the rank differential or longevity issue and asks us to consider what is not in the record. There was no testimony regarding pay for Lieutenants or Assistant Chiefs, and the union ever seeking to change rank differential. City points to the dissent, which notes the issue arose after the conclusion of the arbitration hearing. Then, while the union did address enhancing the percentages applicable in the current five-year longevity schedule, it never proposed nor preserved the issue of a "yearly" longevity schedule. Thus, the City argues the arbitration panel exceeded its jurisdiction or erred as a matter of law. The union concedes that an interest arbitration award can embrace only those issues which are specified in the written notice of arbitration. The union claims that the noticed issue of "compensation and wages" and its proposal-- "longevity: 5% increase to the longevity schedule" clearly places the length/term of the longevity enhancement before the panel. It should be noted that the panel reduced a five-year longevity bump to one year, ergo awarding automatic increases annually at a minimum annual increase after year five of employment of 1.6% to a max 7.5% in year 2007 to a minimum 2.5% to a maximum 12.5% in year 2012. While this Judge has the upmost respect and admiration for our first responders and would not begrudge them every nickel they are awarded, this adjustment to the longevity scale is so far afield and off kilter from a 5% increase proposal that it cannot survive scrutiny. We agree with the City's argument that they had no notice, and we reject the union's argument that such is subsumed in the broad issue of compensation and wages and its proposal.

Regarding the rank differential, the question is subtly different. The union brief essentially concedes that it did not ask for a rank differential rate increase, but it argues that rank differential was already in the previous collective-bargaining agreement and that any increase in percentage differential has only the effect of a wage increase and as such, was well within the arbitration panel's authority. The City complains that not being on notice of this specifically, caused them to present no evidence regarding pay for lieutenants or assistance chiefs, which is now claimed to be an additional \$120,000 or more to the budget for lieutenants and assistance chiefs for the years 2006 – 2009. Unfair cries the City. In a footnote (6), the City points to the record wherein, evidence was provided that the City's cash year end balance was \$52,000. Thus, it cannot afford the inclusion of rank differential. Regretfully, the City cites no authority for the proposition that "can't afford it" provides a basis to vacate an interest arbitration award. However, the lack of specific notice is persuasive. Consider the parties here arguing only over a pay increase of 2% versus 7% before the interest arbitration. The award is a 20% decrease in pay across-the-board. Would not the union argue that they had no notice of a possible decrease in pay, though the issue of pay was clearly before the arbitration panel? Recasting the argument more simply, the question becomes, how can an award of something not asked for survive even limited judicial review? The short answer is such cannot. In this judge's simplistic view, if you didn't ask for it you can't get it. If you got it, but didn't ask for it, you cannot keep it. More formally, without prior, proper notice, an arbitration panel exceeds its statutory authority when it acts on an issue not presented to it.

Since it is patently clear that neither the time of longevity enhancement nor the rank differential were issues noticed and presented to the arbitration panel, the award on those two issues must be vacated. Based on all the foregoing an appropriate Order addressing the three issues will be entered.

## ORDER

AND NOW, to wit, this \_\_\_\_\_ day of January, 2014, upon consideration of the Petition of the City of York to Vacate and/or Modify an Interest Arbitration Award the same be and is hereby **GRANTED**. Section 18 entitled "Firefighters Safety" and Section 5 entitled "Rank Differential" and Section 6 entitled "Longevity" are **VACATED** in their entirety. Copies of this Order and Decision shall be served on counsel of record.

So Ordered.

BY THE COURT,

\_\_\_\_\_  
John W. Thompson, Jr.  
Judge

Date: January 22, 2014

\_\_\_\_\_  
In the Court of Common Pleas of York County, Pennsylvania,  
Civil Division; CITY OF YORK v. INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS, LOCAL UNION 627;  
Appeal - Interest Arbitration Award

## APPEARANCES:

MICHAEL McAULIFFE MILLER, ESQUIRE &  
G. EDWARD SCHWEIKERT, IV, ESQUIRE  
– PETITIONER, CITY OF YORK

STEVEN HOLROYD, ESQUIRE  
– DEFENDANT

## 1925 OPINION

This is a timely appeal by Firefighters Local Union no. 627, Appellant, from an Order dated January 17, 2014 granting the Petition of the City of York to vacate and/or modify an interest arbitration award and vacating three sections of the award, being Section 18 entitled "Firefighter Safety", Section 5 entitled "Rank Differential" and Section 6 entitled "Longevity". In response to this Court's Order, Appellant did file a Statement of Matters Complained of consisting of twelve (12) numbered paragraphs. The Statement will not be set forth since it contains a recitation of procedural history and arguments. The one concise statement of error is "that the Court erred in vacating Sections 5, 6 and 18 of the interest arbitration award."

In the context of the statement of errors, we have again considered our Decision. We do believe some additional comment and clarification would be helpful to review our decision. Initially, we should note that we have again reviewed with care that portion of the Union's brief addressing Section 18 "Firefighter Safety." Nowhere does the Union assert that *City of Erie v. International Association of Firefighters*, Local 293, 459 A.2d 1320 (Pa. Commw. Ct. 1983) is binding precedent on this issue, nor could they, in light of the Supreme Court decision in *City of Philadelphia v. International Association of Firefighters*, Local 22, 999 A.2d 555 (2010). As aptly noted by our Supreme Court, the apparent reluctance to specifically determine which grounds of narrow certiorari was implicated and the inconsistent treatment these grounds have received, suggests that they are not thoroughly understood. Thus, if a topic rationally relates to terms and conditions of employment and also implicates non-bargainable managerial prerogatives of a public employer, a balancing test is to be applied whether or not the award unduly infringes upon the exercise of managerial responsibilities. If it does, then it falls beyond the scope of collective-bargaining and is voidable as exceeding the arbitration boards Act 111 powers.

The Union asserts that we did not apply the balancing test. It is true that we did not announce the balancing test's application.

However, it is obvious that is what we did do. We did so in terms of the effect the offensive provision would have on the cities management of standards of service, organizational structure and the selection and direction of personnel. While it is beyond argument that the city has the absolute authority to determine the number of firefighters to be employed by the city, the city must nevertheless, according to the Union, concede that number to add personal to every engine, truck and rescue, if they determined to take a fire engine out of service. The example posed makes the point. Lay off 25 firefighters, that is ok. Take an engine out of service, even temporarily, and the City is now compelled to staff each and every engine, truck and rescue with an additional person. On balance, I stand by my conclusion this provision unduly infringes upon the standard of service, organizational structure and direction of personnel reserved to management, even if conceded that three (3) firefighters is safer than two (2). We would note in passing, in *Erie* you must have five (5) firefighters minimum per apparatus to assure safety. (Unreported Erie County case cited by union)

With regard to the longevity and rank differential awards, this Judge would now say specifically that the Supreme Court Decision in Local 22, *Supra*, compels the result reached. Stretch as they might, the Union can simply not recast the five-year period for longevity increases as a topic placed in dispute. While the City's argument of "can't afford it" was rejected here, since I have decided to publish the underlying Decision and this Supplement, noting, of course, the appeal, it is appropriate to appreciate the economic impact on the City in these particularly tough times. Keep in mind the longevity increases are in addition to the wage increases over six years of 2%, 2%, 2%, 2.75%, 3.5%, and 3.75%. For a person making \$50,000.00 annually, the wage increases only over six years would equate to a \$58,550.00 annual salary. Without considering the annual wage increases, a 10 year firefighter over six years of the contract with longevity increases annually, would be making \$72,150.00. Again, without considering the annual wage increases and calculating only the longevity annual increases, a 20 year firefighter making \$75,000.00 annually results in an annual salary of \$123,160.00. Let me repeat that I do not begrudge our first responders their due for the very dangerous work and service they perform. However, it defies reality to believe that the well can never run dry. The City of Detroit and Harrisburg's well-publicized financial woes as well as the regular news stories of underfunded pensions gives one pause when considering the future of our community. Closer to home, it is no understatement to say the City of York is in a precarious financial position. The thought creeps in, where will this end and what is the indirect future impact on an underfunded pension plan. Can we continue to say simply the taxpayer will pay? This is precisely what the union implies when it argues errors of law and outright erroneous facts cannot be corrected by the Courts. According to the Union, despite the issues presented particularly, if it's in the prior contract, the arbitration panel can do whatever and no recourse exists. I would reiterate the easy example. Consider the City and the Union placing in arbitration an offer of a 2% raise verses a demand of 10%. The parties would expect an award of 10% or 2% or somewhere in between. The arbitration award is a 20 decrease in pay for every firefighter. Surely, the Union would concede that the Courts have authority to vacate the award as such is beyond the power or authority of the arbitration panel.

The Supreme Court in its Local 22 Opinion has reminded us that the legislation known as Act 111 provided that the decisions of an interest arbitration board are final and binding and "[n]o appeal therefrom shall be allowed to any court[.]" As written, it would appear that the third coequal branch of government, the Judiciary, is removed from any involvement. It would further appear as it relates to collective-bargaining between policemen and firemen and their public employees, such is constitutionally based. See PA. CONST. art. III, sec. 31. However, as we know, there is limited review as determined by our Supreme Court so that unelected and unknown persons, accountable to no one, do not have unfettered control over the municipal treasury and the taxpayers' dollars. Perhaps a call for a constitutional review would be appropriate, but that discussion is for another day. In this case, the award goes well beyond the issue presented and

thus is beyond the authority of the arbitration panel to make such an award.

In sum, after careful consideration, we believe no error has occurred. This appeal has no merit.

The Prothonotary is directed to serve copies of this Opinion on counsel as is required by law.

Respectfully submitted,

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John W. Thompson, Jr.  
Judge

DATE: March 12, 2014

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**ESTATE NOTICES**

**NOTICE IS HEREBY GIVEN that in the estates of the decedents set forth below the Register of Wills has granted letters, testamentary or of administration, to the persons named. All persons having claims or demands against said estates are required to make known the same, and all persons indebted to said estate are requested to make payment without delay to the executors or administrators or their attorneys named below.**

**FIRST PUBLICATION**

**ESTATE OF JUNIOR L. AUGHENBAUGH, DECEASED**  
Late of Mount Wolf Borough, York County, PA.  
Co-Executors: John L. Aughenbaugh and Sandra M. Brenner, c/o 135 North George Street, York, PA 17401  
Attorney: Timothy Bupp, Esquire, CGA Law Firm, PC, 135 North George Street, York, PA 17401 04.24-3t

**ESTATE OF ROBERT H. AVERY, DECEASED**  
Late of Franklin Twp., York County, PA.  
Executor: Teresa L. Avery, 101 West Greenhouse Road, Dillsburg, PA 17019  
Attorney: David J. Lenox, Esquire, 8 Tristan Drive, Suite 3, Dillsburg, PA 17019 04.24-3t

**ESTATE OF JENNIFER C. CARROZZA, DECEASED**  
Late of Manchester Twp., York County, PA.  
Executor: Daniel E. Carrozza, c/o Douglas E. Gregor, Esq., Czapllicki & Gregor, PC, 16 Campus Blvd., Suite 200, Newtown Square, PA 19073  
Attorney: Douglas E. Gregor, Esquire, Czapllicki & Gregor, PC, 16 Campus Blvd., Suite 200, Newtown Square, PA 19073 04.24-3t

**ESTATE OF LORRAINE R. DOWNS a/k/a LORRAINE ELLEN DOWNS, DECEASED**  
Late of Penn Twp., York County, PA.  
Executrix: Judy Dodrer, c/o Samuel A. Gates, Esq., Gates & Gates, P.C., 250 York Street, Hanover, PA 17331  
Attorney: Samuel A. Gates, Esquire, Gates & Gates, P.C., 250 York Street, Hanover, PA 17331 04.24-3t

**ESTATE OF CLYDE A. FLEAGLE, DECEASED**  
Late of Fairview Twp., York County, PA.  
Executrix: Karen M. Fritz, 664 Elliott Drive, Lewisberry, PA 17339  
Attorney: Gregory M. Kerwin, Esquire, Kerwin & Kerwin, LLP, 4245 State Route 209, Elizabethtown, PA 17023 04.24-3t

**ESTATE OF ROMAINE I. FREY, DECEASED**  
Late of Red Lion Borough, York County, PA.  
Administrator-Executor: Richard E. Stine, Jr., c/o Donald L. Reinhart, Esq., 3015 Eastern Blvd., York, PA 17402  
Attorney: Donald L. Reinhart, Esquire, 3015 Eastern Blvd., York, PA 17402 04.24-3t

**ESTATE OF L. ARLENE GODFREY, a/k/a ARLENE GODFREY, DECEASED**  
Late of Dallastown Borough, York County, PA.  
Co-Executors: Ray A. Godfrey and Dana L. Godfrey, c/o Andrea S. Anderson, Esq., 901 Delta Road, Red Lion, PA 17356  
Attorney: Andrea S. Anderson, Esquire, 901 Delta Road, Red Lion, PA 17356 04.24-3t

**ESTATE OF DONNA J. IRVIN, DECEASED**  
Late of Lower Windsor Twp., York County, PA.  
Administrator: Chad E. Irvin, c/o Morris & Vedder, 32 N. Duke St., P. O. Box 149, York, PA 17405  
Attorney: Rand A. Feder, Esquire, Morris & Vedder, 32 N. Duke St., P. O. Box 149, York, PA 17405 04.24-3t

**ESTATE OF LINDA I. McCOY, DECEASED**  
Late of York County, PA.  
Administrator-Executor: Tara R. Petrilli, c/o 105 E. Oregon Rd., Lititz, PA 17543  
Attorney: Shawn M. Pierson, Esquire, 105 E. Oregon Rd., Lititz, PA 17543 04.24-3t

**ESTATE OF DOROTHY R. STERNER, DECEASED**  
Late of Dover Twp., York County, PA.  
Executor: Robert E. Sterner, 2511 Berkshire Lane, Dover, PA 17315  
Attorney: Rob A. Krug, Esquire, 53 East Canal Street, P.O. Box 155, Dover, PA 17315 04.24-3t

**ESTATE OF GLADYS M. WAGNER, DECEASED**  
Late of Springettsbury Twp., York County, PA.  
Executor: Joan M. Kauffman, c/o 135 North George Street, York, PA 17401  
Attorney: John D. Flinchbaugh, Esquire, CGA Law Firm, PC, 135 North George Street, York, PA 17401 04.24-3t

**SECOND PUBLICATION**

**ESTATE OF LINDA LEE ANDERSON, DECEASED**  
Late of Conewago Twp., York County, PA.  
Administratrix: Tina Zech, c/o 135 South Duke Street, York, PA 17403  
Attorney: Richard H. Mylin, III, Esquire, 135 South Duke Street, York, PA 17403 04.17-3t

**ESTATE OF COBIE LYNN BEAN, DECEASED**  
Late of York City, York County, PA.  
Administratrix: Joan E. Bean, 5675 Regal Ave, Dover, PA 17315  
Attorney: John W. Stitt, Esquire, 1434 W. Market Street, York, PA 17404 04.17-3t

**ESTATE OF DOROTHY L. BOONE, DECEASED**  
Late of York Twp., York County, PA.  
Administrator-Executor: Nancy B. Fisher, 754 Ensminger Dr., Jacobus, PA 17407 04.17-3t

**ESTATE OF WILLIAM C. BROWN, a/k/a WILLIAM C. BROWN, III, DECEASED**  
Late of North Codorus Twp., York County, PA.  
Executor: Emily J. Brown, c/o Gregory H. Gettle, Esquire, 13 E. Market St., York, PA 17401  
Attorney: Gregory H. Gettle, Esquire, GETTLE & VELTRI, 13 E. Market St., York, PA 17401 04.17-3t

**ESTATE OF MARY CATHERINE BUTTNER, DECEASED**  
Late of Lower Chanceford Twp., York County, PA.  
Executor: Steven G. Buttner, 145 Bruce Road, Airville, PA 17302  
Attorney: Gilbert G. Malone, Esquire, 42 S. Duke St., York, PA 17401 04.17-3t

**ESTATE OF BENJAMIN F. DEITZ, DECEASED**  
Late of West Manchester Twp., York County, PA.  
Executrices: Lynda J. Elder and Cathy A. Von Rossum, c/o 120 Pine Grove Commons, York, PA 17403  
Attorney: Robert Clofine, Esquire, Elder Law Firm of Robert Clofine, 120 Pine Grove Commons, York, PA 17403 04.17-3t

**ESTATE OF ANN M. FERRO, DECEASED**  
Late of York City, York County, PA.  
Executor: Anthony A. Ferro, c/o Gregory H. Gettle, Esquire, 13 E. Market St., York, PA 17401  
Attorney: Gregory H. Gettle, Esquire, GETTLE & VELTRI, 13 E. Market St., York, PA 17401 04.17-3t

**ESTATE OF ROMAINE I. FREY, DECEASED**  
Late of Red Lion Borough, York County, PA.  
Executor: Richard E. Stine, Jr., c/o 3015 Eastern Boulevard, York, Pa 17402  
Attorney: Donald L. Reinhart, Esquire, Law Office of Donald L. Reinhart, 3015 Eastern Blvd., York, Pa 17402 04.17-3t

**ESTATE OF SANDRA L. GRIM, a/k/a SANDRA LEE GRIM, DECEASED**  
Late of Manchester Twp., York County, PA.  
Executor: Marc Roberts, Esquire, 149 East Market St., York, PA 17401  
Attorney: Marc Roberts, Esquire, 149 East Market St., York, PA 17401 04.17-3t

**ESTATE OF FRANCIS J. KEARNEY, DECEASED**  
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**ESTATE OF LUELLA L. KISE, DECEASED**  
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Attorney: Eveler & DeArment LLP, 2997 Cape Horn Rd., Suite A-6, Red Lion, PA 17356 04.17-3t

**ESTATE OF MARGUERITE E. LAIRD, DECEASED**  
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- ESTATE OF H. MARIE LITTLE, DECEASED  
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17331  
Attorney: Amy S. Eyster, Esquire, 11 Carlisle  
Street, Suite 301, Hanover, PA 17331  
04.17-3t
- ESTATE OF KATHRYN H. LYNCH,  
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Attorney: Laura S. Manifold, Esquire, P.O.  
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DECEASED  
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York, PA 17403  
Attorney: Robert Clofine, Esquire, Elder Law  
Firm of Robert Clofine, 120 Pine Grove  
Commons, York, PA 17403 04.17-3t
- ESTATE OF MICHAEL D. MOTTER, a/k/a  
MICHAEL DAVID MOTTER, DECEASED  
Late of City of York, York County, PA.  
Executor: Paul J. Ryan, 136 E. Water Street,  
Lock Haven, PA 17745  
Attorney: Paul J. Ryan, Esquire, COPLOFF,  
RYAN & WELCH, 136 East Water Street,  
Lock Haven, PA 17745 04.17-3t
- ESTATE OF RODGER E. ORWICK,  
DECEASED  
Late of Washington Twp., York County, PA.  
Co-Executors: Emily S. Strine, Lucille A.  
Luckenbaugh and Wendy A. Shermeyer,  
c/o 135 North George Street, York, PA  
17401  
Attorney: Sharon E. Myers, Esquire, CGA  
Law Firm, PC, 135 North George Street,  
York, PA 17401 04.17-3t
- ESTATE OF MELVIN J. PRYOR, DECEASED  
Late of Shrewsbury Borough, York County, PA.  
Administrator-Executor: Raymond Pryor,  
3030 East Market Street, York, PA 17402  
Attorney: Jeffrey R. Bellomo, Esquire,  
04.17-3t
- ESTATE OF HAROLD R. RUHLAND,  
DECEASED  
Late of Springfield Twp., York County, PA.  
Personal Representative: Lois E. Ruhland,  
2426 Seitzville Rd., Seven Valleys, PA  
17360  
Attorney: G. Steven McKonly, Esquire, 119  
Baltimore Street, Hanover, PA 17331  
04.17-3t
- ESTATE OF LAURA SEITZ, a/k/a LAURA  
ELLEN SEITZ, DECEASED  
Late of Manchester Twp., York County, PA.  
Executrix: Leanne L. Eller, c/o Stock and  
Leader, Susquehanna Commerce Center  
East, 221 W. Philadelphia Street, Suite 600,  
York, PA 17401-2994  
Attorney: MacGregor J. Brillhart, Esquire,  
STOCK AND LEADER, Susquehanna  
Commerce Center East, 221 West  
Philadelphia Street, Suite E600, York, PA  
17401-2994 04.17-3t
- Philadelphia Street, Suite E600, York, PA  
17401-2994 04.17-3t
- ESTATE OF CHARMAINE A. SENFT,  
DECEASED  
Late of Jackson Twp., York County, PA.  
Co-Executors: Bradley E. Senft and D'Ann  
M. Lauchman, 440 Hanover Rd., York, PA  
17408  
Attorney: John W. Stitt, Esquire, 1434 W.  
Market Street, York, PA 17404 04.17-3t
- ESTATE OF FILLMORE A. WALTZ,  
DECEASED  
Late of Dillsburg, Carroll Twp., York County, PA.  
Administratrix: Rebecca W. Probst  
Attorney: LAW OFFICE OF WM. D.  
SCHRACK III, 124 West Harrisburg Street,  
Dillsburg, PA 17019-1268 04.17-3t
- ESTATE OF JAMES H. WILSON, DECEASED  
Late of Shrewsbury Twp., York County, PA.  
Co-Executors: James B. Wilson, Lucinda A.  
Donough and Donna J. Wilson Gentzler,  
c/o Stock and Leader, Susquehanna  
Commerce Center East, 221 W.  
Philadelphia Street, Suite 600, York, PA  
17401-2994  
Attorney: Jody A. Leighty, Esquire, STOCK  
AND LEADER, Susquehanna Commerce  
Center East, 221 West Philadelphia Street,  
Suite E600, York, PA 17401-2994 04.17-3t
- ESTATE OF SCOTT BARD CUSTER,  
DECEASED  
Late of Newberry Twp., York County, PA.  
Administrator-Executor: Emily Nyman, 20  
Meadowlark Lane, Eters, PA 17319  
Attorney: Brian K. Zellner, Esquire 04.10-3t
- ESTATE OF DONALD FRANKLIN DAILEY,  
JR. DECEASED  
Late of Shrewsbury Twp., York County, PA.  
Administrator: Donald F. Dailey, III c/o  
FrancePaskey, 2675 Eastern Boulevard,  
York, PA 17402  
Attorney: Jennifer A. Galloway, Esquire,  
FrancePaskey, 2675 Eastern Boulevard,  
York, PA 17402 04.10-3t
- ESTATE OF CORA E. DELLER, DECEASED  
Late of York Twp., York County, PA.  
Co-Executors: Roger V. Deller and Corinne  
M. Janis, c/o 135 North George Street,  
York, PA 17401  
Attorney: Frank H. Countess, Esquire, CGA  
Law Firm, PC, 135 North George Street,  
York, PA 17401 04.10-3t
- ESTATE OF HELEN M. ELICKER, DECEASED  
Late of Manchester Twp., York County, PA.  
Executor: Michael R. Gingerich, c/o 120 Pine  
Grove Commons, York, PA 17403  
Attorney: Robert Clofine, Esquire, Elder Law  
Firm of Robert Clofine, 120 Pine Grove  
Commons, York, PA 17403 04.10-3t
- ESTATE OF GLENN JOHN FREY, DECEASED  
Late of York City, York County, PA.  
Executor: Joetta S. Yohe, c/o FrancePaskey,  
2675 Eastern Boulevard, York, PA 17402  
Attorney: Douglas P. France, Esquire,  
FrancePaskey, 2675 Eastern Boulevard,  
York, PA 17402 04.10-3t
- ESTATE OF MARY ANN HEBERLIG,  
DECEASED  
Late of York Twp., York County, PA.  
Executrix: Nina Rae Hemberger, c/o 129 East  
Market Street, York, PA 17401  
Attorney: Suzanne H. Griest, Esquire,  
129 East Market Street,  
York, PA 17401 04.10-3t
- ESTATE OF MARY C. HORAN, DECEASED  
Late of Penn Twp., York County, PA.  
Executor: Robert C. Horan, Jr., c/o Alex  
E. Snyder, Esquire, 14 Center Square,  
Hanover PA 17331  
Attorney: Alex E. Snyder, Esquire,  
Barley Snyder LLP, 14 Center Square,  
Hanover, PA 17331 04.10-3t
- ESTATE OF RUBY M. LAUER, DECEASED  
Late of North Codorus Twp., York County, PA.  
Co-Administratrixes: Anna Mae Lauer and  
Mary J. Snook, c/o Stock and Leader,  
Susquehanna Commerce Center East, 221  
W. Philadelphia Street, Suite 600, York, PA  
17401-2994  
Attorney: MacGregor J. Brillhart, Esquire,  
STOCK AND LEADER, Susquehanna  
Commerce Center East, 221 West  
Philadelphia Street, Suite E600, York, PA  
17401-2994 04.10-3t
- ESTATE OF MELVINE S. BROWN, DECEASED  
Late of Dallastown Borough, York County, PA.  
Executrix: Rosemary Brown Beakes, c/o  
Stock and Leader, Susquehanna Commerce  
Center East, 221 W. Philadelphia Street,  
Suite 600, York, PA 17401-2994  
Attorney: D. Reed Anderson, Esquire,  
STOCK AND LEADER, Susquehanna  
Commerce Center East, 221 West

### THIRD PUBLICATION

ESTATE OF RAYMOND K. ANDERSON,  
DECEASED  
Late of Dover Twp., York County, PA.  
Administratrix: Mary L. Moul, c/o 129 E.  
Market St., York, Pa. 17401  
Attorney: John C. Herrold, Esquire, 129 E.  
Market St., York, Pa. 17401 04.10-3t

ESTATE OF SUSAN SHELLMAN BAER,  
a/k/a SUSAN S. BAER; SHELLEY BAER  
DECEASED  
Late of East Hopewell Twp., York County, PA.  
Executor: Dennis L. Shoemaker, c/o Richard  
R. Reilly, Esquire, 54 N. Duke Street,  
York, PA 17401-1402  
Attorney: Richard R. Reilly, Esquire, 54 N.  
Duke Street, York, PA 17401-1402 04.10-3t

ESTATE OF STEVEN L. BECK, DECEASED  
Late of Manchester Twp., York County, PA.  
Administratrix: Kayla N. Hoover, c/o 3015  
Eastern Blvd., York, PA 17402  
Attorney: Donald L. Reihart, Esquire, 3015  
Eastern Blvd., York, PA 17402 04.10-3t

ESTATE OF EVELYN MARIE BENNETT,  
DECEASED  
Late of Hanover Borough, York County, PA.  
Administrator-Executor: William J. Bennett,  
102 Wheaton Drive, Littlestown, PA 17340  
04.10-3t

ESTATE OF MELVINE S. BROWN, DECEASED  
Late of Dallastown Borough, York County, PA.  
Executrix: Rosemary Brown Beakes, c/o  
Stock and Leader, Susquehanna Commerce  
Center East, 221 W. Philadelphia Street,  
Suite 600, York, PA 17401-2994  
Attorney: D. Reed Anderson, Esquire,  
STOCK AND LEADER, Susquehanna  
Commerce Center East, 221 West



ESTATE OF ROBERT F. LIGHTNER, SR.,  
a/k/a ROBERT F. LIGHTNER, DECEASED  
Late of Chanceford Twp., York County, PA.  
Co-Executors: Robert F. Lightner, Jr.,  
and Connie L. Lightner, c/o Andrea S.  
Anderson, Esq., 901 Delta Road,  
Red Lion, PA 17356  
Attorney: Andrea S. Anderson, Esquire, 901  
Delta Road, Red Lion, PA 17356 04.10-3t

ESTATE OF JEDEDIAH DAVID LURZ,  
DECEASED  
Late of Hanover Borough, York County, PA.  
Administrator-Executor: Denise Marie  
Gardner, 22 Lisawood Court,  
Hanover, PA 17331 04.10-3t

ESTATE OF SUSAN S. MILLER, DECEASED  
Late of York Twp., York County, PA.  
Co-Executors: Matthew D. Miller and Justine  
E. Miller Linnemans, c/o 135 North  
George Street, York, PA 17401  
Attorney: Peter R. Andrews, Esquire, CGA  
Law Firm, PC, 135 North George Street,  
York, PA 17401 04.10-3t

ESTATE OF ROBERT E. PETERS,  
DECEASED  
Late of Windsor Twp., York County, PA.  
Executrix: Patricia A. Peters, c/o 48 South  
Duke Street, York, PA 17401  
Attorney: Bruce C. Bankenstein, Esquire, 48  
South Duke Street, York, PA 17401 04.10-3t

ESTATE OF JOHN R. PROWELL, DECEASED  
Late of West York Borough, York County, PA.  
Executor: Susan M.H. Neff, c/o 135 North  
George Street, York, PA 17401  
Attorney: Leanne M. Miller, Esquire, CGA  
Law Firm, PC, 135 North George Street,  
York, PA 17401 04.10-3t

ESTATE OF DORIS E. SEITZ, DECEASED  
Late of Springettsbury Twp., York County, PA.  
Administratrix: Lisa Marie Coyne, c/o  
Lisa Marie Coyne, Esquire, COYNE &  
COYNE, P.C., 3901 Market Street, Camp  
Hill, PA 17011-4227  
Attorney: Lisa Marie Coyne, Esquire, COYNE  
& COYNE, P.C., 3901 Market Street, Camp  
Hill, PA 17011-4227 04.10-3t

ESTATE OF J. DAVID SENTZ, DECEASED  
Late of West Manheim Twp., York County, PA.  
Co-Executors: Joan L. Hoff, 2754  
Hunterstown-Hampton Rd., New Oxford,  
PA 17350, Wayne D. Sentz, 825 Clouser  
Rd., Hanover, PA 17331 and Barry E.  
Sentz, 867 Barts Church Rd., Hanover, PA  
17331  
Attorney: James T. Yingst, Esquire, Guthrie,  
Nonemaker, Yingst & Hart, LLP, 40 York  
Street, Hanover, PA 17331 04.10-3t

ESTATE OF GERARD J. SMALL, DECEASED  
Late of Windsor Twp., York County, PA.  
Executor: Danette E. Smail-Shultz, c/o  
FrancePaskey, 2675 Eastern Boulevard,  
York, PA 17402  
Attorney: Jennifer A. Galloway, Esquire,  
FrancePaskey, 2675 Eastern Boulevard,  
York, PA 17402 04.10-3t

ESTATE OF STEVE J. TOBIAS, JR., DECEASED  
Late of York County, PA.  
Executrix: Suzanne Tobias, c/o Debra K.

Wallet, Esquire, 24 North 32nd Street,  
Camp Hill, PA 17011  
Attorney: Debra K. Wallet, Esquire, 24 North  
32nd Street, Camp Hill, PA 17011 04.10-3t

ESTATE OF ROBERT L. TOPPER,  
DECEASED  
Late of Hanover Borough, York County, PA.  
Executor: Robert H. Topper, c/o Michael L.  
Bangs, Esquire, Bangs Law Office, LLC,  
429 South 18<sup>th</sup> Street, Camp Hill, PA 17011  
Attorney: Michael L. Bangs, Esquire, Bangs  
Law Office, LLC, 429 South 18<sup>th</sup> Street,  
Camp Hill, PA 17011 04.10-3t

ESTATE OF CURTIS S. WINTER, SR.,  
DECEASED  
Late of New Freedom Borough, York County, PA.  
Executor: Curtis S. Winter, Jr., 250 North 2<sup>nd</sup>  
Street, New Freedom, PA 17349  
Attorney: Harry L. McNeal, Jr., Esquire, 34 E.  
Princess Street, York, PA 17401 04.10-3t

**CIVIL NOTICES**

**ACTION IN MORTGAGE  
FORECLOSURE**

**NOTICE OF ACTION IN MORTGAGE  
FORECLOSURE IN THE COURT OF  
COMMON PLEAS OF YORK COUNTY,  
PENNSYLVANIA  
CIVIL ACTION – LAW**

COURT OF COMMON PLEAS

CIVIL DIVISION

YORK COUNTY

No. 2013-SU-004457-06

SOVEREIGN BANK, N.A  
Plaintiff

vs.

ERIC SHEPRO  
Defendant

**NOTICE**

To ERIC SHEPRO

You are hereby notified that on December 11, 2013, Plaintiff, SOVEREIGN BANK, N.A., filed a Mortgage Foreclosure Complaint endorsed with a Notice to Defend, against you in the Court of Common Pleas of YORK County Pennsylvania, docketed to No. 2013-SU-004457-06. Wherein Plaintiff seeks to foreclose on the mortgage secured on your property located at 2212 HARLACKER LANE, DOVER, PA 17315-4606 whereupon your property would be sold by the Sheriff of YORK County.

You are hereby notified to plead to the above referenced Complaint on or before 20 days from the date of this publication or a Judgment will be entered against you.

**NOTICE**

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

York law firm seeks to purchase presentable office furniture, including large conference tables, matching chair sets and desks. Contact Tim Salvatore - 717-848-3838 or tls@kbgllaw.com.

Notice to Defend:  
Lawyer Referral Service  
York Legal Referral  
137 East Market Street  
York, PA 17401  
(717) 854-8755 x201

04.24-1t

Solicitor

**NOTICE OF ACTION IN MORTGAGE FORECLOSURE IN THE COURT OF COMMON PLEAS OF YORK COUNTY, PENNSYLVANIA CIVIL ACTION – LAW**

COURT OF COMMON PLEAS

CIVIL DIVISION

YORK COUNTY

No. 2013-SU-004263-06

CITIMORTGAGE INC S/B/M ABN AMRO MORTGAGE GROUP INC.  
Plaintiff

vs.

SABRINA GRAFTON  
Defendant

**NOTICE**

To SABRINA GRAFTON

You are hereby notified that on November 26, 2013, Plaintiff, CITIMORTGAGE INC S/B/M ABNAMRO MORTGAGE GROUP INC., filed a Mortgage Foreclosure Complaint endorsed with a Notice to Defend, against you in the Court of Common Pleas of YORK County Pennsylvania, docketed to No. 2013-SU-004263-06. Wherein Plaintiff seeks to foreclose on the mortgage secured on your property located at 70 WEST RIVERVIEW ROAD, A/K/A 70 RIVERVIEW ROAD, DELTA, PA 17314 whereupon your property would be sold by the Sheriff of YORK County.

You are hereby notified to plead to the above referenced Complaint on or before 20 days from the date of this publication or a Judgment will be entered against you.

**NOTICE**

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A

LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Notice to Defend:  
Lawyer Referral Service  
York Legal Referral  
137 East Market Street  
York, PA 17401  
(717) 854-8755 x201

04.24-1t

Solicitor

**NOTICE OF ACTION IN MORTGAGE FORECLOSURE IN THE COURT OF COMMON PLEAS OF YORK COUNTY, PENNSYLVANIA CIVIL ACTION – LAW**

COURT OF COMMON PLEAS

CIVIL DIVISION

YORK COUNTY

No. 2014-SU-000297-06

CITIMORTGAGE, INC.  
Plaintiff

vs.

STEPHEN A. ROYER  
YVONNE S. ROYER  
Defendants

**NOTICE**

To STEPHEN A. ROYER and YVONNE S. ROYER

You are hereby notified that on January 27, 2014, Plaintiff, CITIMORTGAGE, INC., filed a Mortgage Foreclosure Complaint endorsed with a Notice to Defend, against you in the Court of Common Pleas of YORK County Pennsylvania, docketed to No. 2014-SU-000297-06. Wherein Plaintiff seeks to foreclose on the mortgage secured on your property located at 33 NORTH MAIN STREET, EAST PROSPECT, PA 17317 whereupon your property would be sold by the Sheriff of YORK County.

You are hereby notified to plead to the above referenced Complaint on or before 20 days from the date of this publication or a Judgment will be entered against you.

**NOTICE**

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR

TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Notice to Defend:  
Lawyer Referral Service  
York Legal Referral  
137 East Market Street  
York, PA 17401  
(717) 854-8755 x201

04.24-1t

Solicitor

**ACTION IN QUIET TITLE**

**LEGAL NOTICE DIRECTED TO RICHARD EARL BENDER HIS HEIRS OR ASSIGNS**

THE ESTATE OF HARRY M. PLUEBELL INTENDS TO FILE A PETITION TO QUIET TITLE TO A PLOT OF REAL ESTATE LOCATED IN FAIRVIEW TOWNSHIP, YORK COUNTY, PENNSYLVANIA ADJACENT TO 1001 OLD FORGE ROAD WHICH WAS DEEDED TO THE LATE HARRY M. PLUEBELL AND RICHARD EARL BENDER. RICHARD EARL BENDER'S LAST KNOWN ADDRESS WAS 1001 OLD FORGE ROAD, FAIRVIEW TOWNSHIP, YORK COUNTY, PENNSYLVANIA. FAILURE TO RESPOND MAY RESULT IN THE LOSS OF VALUABLE RIGHTS.

Pedro Leal, Executor  
C/O Lawrence J. Rosen, Esquire  
KREVSKY & ROSEN, P.C.  
1101 North Front Street  
Harrisburg, PA 17102

04.24-2t

Solicitor

**ADOPTION NOTICE**

**PUBLIC NOTICE TO DEBRA ALLYCE DICKENSHEETS AND MARK EUGENE MCWILLIAMS, JR.**

**In Re: Adoptions of Alexis Lee McWilliams and Alyssa Kay McWilliams, Minors**

A petition has been filed asking the Court to put an end to all rights you have as a parent to your children, Alexis Lee McWilliams and Alyssa Kay McWilliams. An Involuntary Termination of Parental Rights Hearing has been

scheduled for June 19, 2014, at 9:00 a.m., in Court Room No. 12, of the York County Judicial Center, 45 North George Street, York, Pennsylvania, to terminate your parental rights to Alexis Lee McWilliams (DOB October 28, 2004), and Alyssa Kay McWilliams (DOB December 9, 2006), whose Father is Mark Eugene McWilliams, Jr., and whose Mother is Debra Alyce Dickensheets. You are warned that even if you fail to appear at the scheduled hearing, the hearing will go on without you and your rights to your children may be ended by the Court without your being present. You have a right to be represented at the hearing by a lawyer. You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

Jane Madison  
Family Court Administrator  
York County Court of Common Pleas  
York County Judicial Center  
45 North George Street  
York, Pennsylvania 17401  
Telephone No. (717) 771-9360

Martin Miller, Esquire  
Solicitor for York County Offices of  
Children, Youth & Families

04.24-3t Solicitor

1988, as amended for *Dave Taylor Inc.*  
04.24-1t Solicitor

**CERTIFICATE OF ORGANIZATION**

NOTICE is hereby given that a Certificate of Organization-Domestic Limited Liability Company was filed with the Commonwealth of Pennsylvania, Department of State, in Harrisburg, Pennsylvania, on March 27, 2014, under the provisions of the Pennsylvania Limited Liability Company Law of 1994 as amended.

The name of the Limited Liability Company is Hemler's Saw Mill and Wood Products, LLC

Hemler's Saw Mill and Wood Products, LLC is organized for the purpose of selling lumber and wood products.

Arthur J. Becker, Jr., Esquire  
Attorney for Hemler's Saw Mill  
and Wood Products, LLC

04.24-1t Solicitor

With its principal office or place of business located at 704 Grant Drive, Hanover, Pennsylvania 17331.

The name(s) and address (es) of all persons/entities owning or interested in said business is (are):

Susan Wendi Hartman Reifsnider  
704 Grant Drive  
Hanover, PA 17331

Linda S. Siegle, Esquire  
SIEGLE LAW

04.24-1t Solicitor

**NOTICE**

TO: Unknown natural father of Baby Girl Oerman, a minor, born August 2, 2013. The mother of said child is Shelly A. Oerman.

Please be advised that a petition has been filed asking the Court to put an end to all rights you have to your child, Baby Girl Oerman. The Court has set a hearing to consider ending your rights to your child. **That hearing will be held in Courtroom as posted, Berks County Services Center, 633 Court Street, Reading, Pennsylvania, on May 1, 2014, at 9:00 A.M.** You are warned that even if you fail to appear at the scheduled hearing, the hearing will go on without you and your rights to your child may be ended by the Court without your being present. You have the right to be represented at the hearing by a lawyer. You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

LAWYER'S REFERRAL SERVICE OF THE  
BERKS COUNTY BAR ASSOCIATION  
544 Court Street  
Reading, Pennsylvania 19603  
(610) 375-4591

Jill Gehman Koestel, Esquire  
RABENOLD KOESTEL  
GOODMAN & DENARO, P.C.

04.24-1t Solicitor

HERITAGE VALLEY FEDERAL  
CREDIT UNION, Plaintiff

vs.

JAMIE L. CHRISTINE and  
ALLISON J. CHRISTINE, Defendants

NO. 2014-SU-000754-04

**NOTICE**

TO: JAMIE L. CHRISTINE, Defendant

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice

**ARTICLES OF INCORPORATION**

The name of the corporation is Beken Assurance Inc. duly incorporated under the laws of the State of Delaware. The address of the principal office of the corporation under the laws of the State of Delaware in which it is incorporated is 160 Greentree Drive, Suite 101, Dover, DE 19904.

The proposed registered office of the corporation in the Commonwealth of Pennsylvania is 134 Valley Street, Suite 15A, Glen Rock, PA 17327. The corporation will file its application for the Foreign Corporation Certificate of Authority on or after March 21, 2014.

04.24-1t Solicitor

**DISOLUTION NOTICE**

NOTICE is hereby given to all persons interested or whom may be affected that York County Council of Churches, a Pennsylvania nonprofit corporation, is being dissolved and is now engaged in winding up and settling the affairs of said corporation and its existence shall be ended by the filing of Articles of Dissolution with the Pennsylvania Department of State.

CGA Law Firm, PC  
By: Jeffrey L. Rehmeier II, Esquire

04.24-1t Solicitor

**FICTITIOUS NAME**

NOTICE IS HEREBY GIVEN that on the 15th day of April, 2014, an Application for Registration of Fictitious Name was filed pursuant to the provisions of Section 311 of the Act 1982-295 (54 Pa.C.S. Section 311), the Fictitious Name Act, with the Department of State of the Commonwealth of Pennsylvania, for the conducting of a business under the fictitious name of Wendi's Works & Writings

Andrea S. Anderson, Esq.

04.24-1t Solicitor

Notice is hereby given that Articles of Incorporation were filed under the provisions of the Pennsylvania Business Corporation law of

are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service of  
The York County Bar Association  
(Attorney Connections)  
York County Bar Center  
137 East Market Street  
York, Pennsylvania 17401  
Telephone No. (717) 854-8755

04.24-1t Solicitor

**NOTICE OF DISBARMENT**

Notice is hereby given that by Order of the Supreme Court of Pennsylvania dated April 10, 2014, DUSAN BRATIC is Disbarred on Consent from the Bar of this Commonwealth to be effective May 10, 2014.

Elaine M. Bixler  
Secretary of the Board  
The Disciplinary Board of the  
Supreme Court of Pennsylvania

04.24-1t Solicitor

**SHERIFF'S SALE**

**CIVIL ACTION LAW**

COURT OF COMMON PLEAS

YORK COUNTY

Number 2011-SU-003022-06

**NOTICE OF SHERIFF'S SALE**

OF REAL PROPERTY

To: Daniel P McCloskey  
168 East Cottage Street  
York, Pennsylvania 17401

Gina M Santamaria  
819 Wertzville Road  
Enola, Pennsylvania 17025

Your house (real estate) at **168 East Cottage Street, York, Pennsylvania 19138** is scheduled to be sold at Sheriff's Sale on **June 9, 2014 at 2:00 p.m.** in the Sheriff's Office, York County Judicial Center, 45 North George Street, York, PA 17401 to enforce the court judgment of \$62,914.02 obtained by M&T Bank against you.

**NOTICE OF OWNER'S RIGHTS**  
**YOU MAY BE ABLE TO PREVENT THIS**  
**SHERIFF'S SALE**

To prevent this Sheriff's Sale you must take immediate action:

1. The sale will be canceled if you pay to M&T Bank the back payments, late charges, costs, and reasonable attorney's fees due. To find out how much you must pay, you may call McCabe, Weisberg and Conway, P.C., Esquire at (215) 790-1010.
2. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.
3. You may also be able to stop the sale through other legal proceedings.

You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale. (See the following notice on how to obtain an attorney.)

**YOU MAY STILL BE ABLE TO SAVE**  
**YOUR PROPERTY AND YOU HAVE**  
**OTHER RIGHTS EVEN IF THE SHERIFF'S**  
**SALE DOES TAKE PLACE**

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling McCabe, Weisberg and Conway, P.C., Esquire at (215) 790-1010.
2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.
3. The sale will go through only if the buyer pays the Sheriff the full amount due on the sale. To find out if this has happened, you may call McCabe, Weisberg and Conway, P.C. at (215) 790-1010.
4. If the amount due from the buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.
5. You have a right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.

6. You may be entitled to a share of the money which was paid for your real estate. A schedule of distribution of the money bid for your real estate will be filed by the Sheriff within thirty (30) days of the sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed schedule of distribution is wrong) are filed with the Sheriff within ten (10) days after the posting of the schedule of distribution.

7. You may also have other rights and defenses, or ways of getting your real estate back, if you act immediately after the sale.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.**

**IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.**

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**McCABE, WEISBERG  
AND CONWAY, P.C.**  
**BY: TERENCE J. McCABE, ESQUIRE**  
**- ID # 16496**  
**Attorneys for Plaintiff**  
**Philadelphia, Pennsylvania 19109**  
**(215) 790-1010**

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IN THE COURT OF COMMON PLEAS OF  
YORK COUNTY PENNSYLVANIA

CIVIL DIVISION

NO.: 2012-SU-003961-06

U.S. BANK NATIONAL  
ASSOCIATION, N.D.,  
Plaintiff,

vs.

DAVID MARSH, JR. a/k/a DAVID MARSH,  
and CARNETHIA N. MARSH  
Defendants.

Notice of Sheriff's Sale of Real Estate on June 9, 2014, at 2:00 P.M. in the York County Judicial Center, 45 North George Street, York, PA 17401.

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF DAVID MARSH, JR. A/K/A DAVID MARSH AND CARNETHIA N. MARSH OF, IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN NEW FREEDOM BOROUGH, YORK COUNTY, PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING BEING KNOWN AND NUMBERED AS 45 HUNT RUN DRIVE, NEW FREEDOM, PA 17349. DBV 1797, PAGE 2428, UPI #78-000-10-0029.

U.S. Bank National Association N.D. vs. David Marsh, Jr. a/k/a David Marsh and Carnethia N. Marsh, at Execution No. 2012-SU-003961-06 in the amount of \$590,777.06.

Schedule of Distribution will be filed by the Sheriff on the date specified by the Sheriff no later than thirty (30) days from sale date. Distributions will be made in accordance with the schedule unless exceptions are filed within ten (10) days of the filing of the Schedule.

Kristine M. Anthon, Esquire  
Grenen & Birsic, P.C.  
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